

PANITCH
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SCHWARZE

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September 29, 2022

VIA ECF

Hon. Denise L. Cote
United States District Court
Southern District of New York
500 Pearl Street, Room 1910
New York, NY 10007

*Granted.
PLH
9/29/22*

Re: *Zoetis, Inc. v. Boehringer Ingelheim Vetmedica, GmbH,*
No. 21-cv-8319-DLC: Letter Motion to Seal Plaintiff's Opposition to
Defendant's Letter Motion to Compel (ECF 32)

Dear Judge Cote:

We represent Plaintiff Zoetis, Inc. ("Zoetis") and write requesting the Court's authorization to file Exhibit A to Zoetis's Opposition to Defendant's September 22, 2022 Letter Motion to Compel (ECF 32) under seal.

The Opposition, filed concurrently herewith, necessarily cites many times to the License Agreement at the heart of this breach of contract action. The Opposition also attaches that Agreement as Exhibit A. Section 7.2 of the Agreement declares that the terms of the Agreement are confidential to the Parties.

Courts in this District have often found it prudent to seal confidential contracts. *See Eastman Kodak Co. v. Asia Optical Co.*, 118 F. Supp. 3d 581, 585 (S.D.N.Y. 2015) (sealing patent license agreement); *Kelly v. Evolution Mkts., Inc.*, 626 F. Supp. 2d 364, 377 (S.D.N.Y. 2009) (sealing employment and compensation agreement central to the dispute).

While there is a presumption of public access to Court proceedings, "[t]he presumption of access is at its strongest when the document in question ... has been submitted as a basis for judicial decision making." *Cornelius v. Indep. Health Ass'n*, 912 F. Supp. 2d 26, 28 (W.D.N.Y. 2012). At present, the Parties are not asking the Court to engage in substantive decision making. Rather, the present issue is merely procedural – whether Defendant is entitled to certain discovery. While the License Agreement may need to become public if this case proceeds to summary judgment or trial, today is not that day. Zoetis therefore respectfully requests the Court's authorization to place the Agreement under seal,¹ until such time as this case must be resolved on its merits.

¹ Because the parties have already referred to certain provisions of the Agreement in public filings, Zoetis does not believe the Opposition itself must be sealed.

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Respectfully submitted,



Philip L. Hirschhorn

Cc: All Counsel by ECF